



Town Council Agenda Report

SUBJECT: Resolution

CONTACT PERSON: Sharon Kent 797-1150

TITLE OF AGENDA ITEM: A resolution of the Town of Davie, Florida, amending the Jaguar Educational Transition (JET) Program contract approved by Resolution R-2000-187.

REPORT IN BRIEF: The Town of Davie approved by Resolution R-2000-187 a Partnership Agreement with the Broward County School Board to co-sponsor the Jaguar Education Transition (JET) Program at the Orange Park Community Center from August 28, 2000 through June 14, 2001 from 8:00 a.m. - 3:00 p.m. on school days.

The School Board has since amended the contract, Article 10 (indemnification) and has requested approval of the amended Partnership Agreement. The Town Attorney has reviewed the amended contract and has found it to be in acceptable form to be executed by the Town.

PREVIOUS ACTIONS:

Previous Partnership Agreement approved by Resolution #R-2000-87 on July 26, 2000.

CONCURRENCES:

The Town Council approved the previously submitted Partnership Agreement from the Broward County School Board by Resolution #R-2000-87 on July 26, 2000.

FISCAL IMPACT:

| | | |
|----------------------------|-----|--------------------------------|
| Is appropriation required? | yes | If yes, expected cost \$47,500 |
|----------------------------|-----|--------------------------------|

| | | |
|-----------------------|-----|-------------------------|
| Funding appropriated? | yes | If yes, amount \$47,500 |
|-----------------------|-----|-------------------------|

Account Name: Operational budget

Additional Comments: The estimated cost for waiving the rental fees of the Orange Park Community Center is estimated at \$46,000, with the utility expenses being \$1,500, which was previously approved by Resolution R-2000-187. The fiscal impact will be absorbed in the Parks and Recreation operational budget for both the budget years 1999/2000 and 2000/2001.

RECOMMENDATION(S): Approval of the amended Partnership Agreement for use of the Orange Park Community Center for the School Board and the YMCA to conduct the Jaguar Education Transition Program (JET).

Attachment(s): Resolution and Partnership Agreement.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE JAGUAR EDUCATIONAL TRANSITION (JET) PROGRAM CONTRACT APPROVED BY RESOLUTION R-2000-187.

WHEREAS, the Town of Davie previously approved an agreement with the Broward County School Board by resolution R-2000-187; and

WHEREAS, the Broward County School Board has since amended Article 10 (indemnification); and

WHEREAS, the Town Attorney has reviewed the amended Article 10 and has found the agreement to be in acceptable form to be adopted and executed by the Town of Davie.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby approve the amended Jaguar Educational Transition (JET) Program contract.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2000

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2000

Partnership Agreement

THIS AGREEMENT, made and entered into this 29th day of June, 2000 by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate
hereinafter referred to as "SCHOOL BOARD",

and

THE TOWN OF DAVIE, a Florida Municipal Corporation,

hereinafter referred to as "TOWN"

WHEREAS, the SCHOOL BOARD will provide an Alternative to External Suspension Program, "JET PROGRAM."

WHEREAS, the students will have the opportunity to receive academic instruction, counseling services, and behavior-related interventions.

WHEREAS, the PROGRAM will primarily serve students at all schools within the Western Innovation Zone and Pioneer Middle School.

WHEREAS, the TOWN is willing to deliver services to students enrolled in the JET PROGRAM.

Now therefore in consideration of the covenants and conditions set forth herein the parties agree as follows:

ARTICLE I

(Covenant)

The parties agree the foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE II

(Location)

Services rendered by SCHOOL BOARD and YMCA shall take place at:

The Orange Park Recreation Center, 831 S.W. 133 Avenue, Davie, FL 33325.

ARTICLE III
(Services Provided)

A. The JET PROGRAM provided by the SCHOOL BOARD shall include but not be limited to the following:

1. Provide educational assistance in the form of classwork assistance.
2. Provide educational assistance in the form of homework assistance.
3. Provide educational assistance in the form of tutoring.

B. The JET PROGRAM provided by the TOWN shall include but not be limited to the following:

1. Provide a facility for program operation.
2. Include utilities at said facility.
1. Support police visitations and interactions with students.

ARTICLE IV
(Extent of Program)

The PROGRAM shall be offered as follows:

Day(s): Monday through Friday (when school is in session).
Time(s): 8:00 a.m. to 3:00 p.m.

ARTICLE V
(Duration of Program)

The term of this contract shall be from August 28, 2000, through June 14, 2001.

ARTICLE VI
(Compensation)

There will be no compensation provided for the portion of the JET PROGRAM provided by the TOWN.

ARTICLE VII

(Personnel)

The School Board will provide the teacher for the JET PROGRAM. The average student/staff ratio will not exceed (1/23) of direct student contact. The YMCA will provide the coordinator and counselor.

ARTICLE VIII

(Child Care Provider)

Persons hired or secured by the TOWN are employees of the TOWN.

All services rendered by the TOWN will be in compliance with all laws, rules and regulations pursuant to State and Local Guidelines for working with children.

ARTICLE IX

(Non-Discrimination Provision)

The parties shall not discriminate against any employee or participant in this program because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

ARTICLE X

(Indemnification)

Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

The SCHOOL BOARD and PROVIDER fully understand that the SCHOOL BOARD is not responsible for any and all insurance/benefits for persons working for or under the guidance of the PROVIDER.

Further, the PROVIDER shall at all times during this agreement maintain and keep in force such insurance policies as Workers' Compensation, Commercial General Liability and Automobile Liability, that will protect it from claims under Workers' Compensation acts and protect it and the School Board from any other claims for damages for personal injury, including death, and damages to any property of the SCHOOL BOARD or public, which may arise from operations under this agreement, whether such operations be by the PROVIDER or by any subcontractor of anyone directly or indirectly employed by any of them.

The amount of liability insurance shall under no circumstances be less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) Aggregate unless the PROVIDER is eligible for sovereign immunity in accordance with Florida Statutes. The PROVIDER shall provide Certificates of Insurance to the SCHOOL BOARD evidencing coverage under such insurance, naming the SCHOOL BOARD as an Additional Insured under the Commercial General Liability policy. This coverage shall be maintained without interruption during the terms of this agreement.

ARTICLE XI

(Termination of Contract)

This Agreement may be canceled by either party during the term thereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

The TOWN shall be proportionally compensated for the services performed to the date of termination if such compensation is provided for in this agreement.

ARTICLE XII

(Notice Provision)

When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice:

To School Board:

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:

The School Board of Broward County, Florida
Douglas J. Iscovitz, Principal
Indian Ridge Middle School
1355 S. Nob Hill Road
Davie, Florida 33324

(Name of other Party,
Corp. or Agency)

The Town of Davie
Harry Venis, Mayor
6591 Orange Drive
Davie, Florida

ARTICLE XIII

(Authority Provision)

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

REQUIRED SIGNATURES

For a Corporation or Agency

(Corporate Seal)

TOWN OF DAVIE

Attest: _____
Secretary

by: _____
Harry Venis, Mayor Town of Davie

-or-

Witness

Witness

For The School Board

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Darla L. Carter, Chairperson

Franklin L. Till,
Superintendent of Schools

Approved as to Form:

School Board Attorney

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ (year)

By _____ of _____ on behalf of
Name of person Name of Company or Agency

the corporation (agency). He/She took an oath and is personally known to me or has produced
_____ as identification.

My Commission expires:

(SEAL)

Signature - Notary Public

My Commission expires:

Printed Name of Notary